Agenda Item Form Agenda Date: 7/27/04 Districts Affected: All Dept. Head/Contact Information: [Museum of Art, Becky Duval-Reese, (915) 532-1707 Type of Agenda Item: □Resolution ☐ Staffing Table Changes ☐Board Appointments ☐Tax Refunds ☐Tax Installment Agreements ☐ Donations ☐Budget Transfer ☐Item Placed by Citizen RFP/ BID/ Best Value Procurement ☐Bldg. Permits/Inspection ☐Introduction of Ordinance Application for Facility Use ☐Interlocal Agreements ☐Contract/Lease Agreement Grant Application ⊠Other Personal Services Contract Funding Source: ☐General Fund ☐ Grant (duration of funds: 12 Months) Other Source: ____ Legal: Attorney Assigned (please scroll down): Lupe Cuellar ☐ Denied Timeline Priority: ⊠High ☐Medium Low # of days:___ Why is this item necessary: To ensure that outreach programs for students and teachers k-12 continue for the El Paso community- by approving contract for Coordinator Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Salary + benefits

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CITY OUTTO FIREME

Statutory or Citizen Concerns:

Departmental Concerns:

None anticipated

None anticipated

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JULIE FONSECA DE BORGES**, to assist the Museum of Art as a School Services Coordinator at a biweekly rate of \$1,084.13 for 40 hours per week. The term of the contract shall be for the period of August 5, 2004 through August 4, 2005.

APPROVED this 3rd day of August, 2004.

| | THE CITY OF EL PASO |
|---|---------------------|
| | Joe Wardy Mayor |
| ATTEST: | |
| | |
| Richarda Duffy Momsen City Clerk | |
| APPROVED AS TO FORM: | |
| | |
| Guadalupe Cuellar Deputy City Attorney | - |

| STATE OF TEXAS) | |
|---------------------|----------------------------|
|) | PERSONAL SERVICES CONTRACT |
| COUNTY OF EL PASO) | |

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and JULIE FONSECA DE BORGES, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Museum of Art, desires to employ the Employee as a School Services Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City. **NOW**, **THEREFORE**, the parties hereto mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>. Employee shall perform the following services, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Museum of Art, in El Paso, Texas.

Coordinate instructors and write curriculum for the Neighborhood Kids Program, a multiple visit program with Aoy, Roosevelt, Vilas and Alamo Elementary Schools; coordinate the High School Outreach Program, a multiple visit program with local high schools; design and create a teacher newsletter that is distributed twice a year to over 15,000 teachers in the surrounding area; oversee the Teacher Resource Center; help coordinate Educator Evening, a training program for teachers held twice a year; coordinate and plan teacher workshops and inservices; and assist the Education Department with programs and planning.

- 2. <u>TIME OF PERFORMANCE</u>. The services of Employee are to commence on or about August 5, 2004 and be completed by August 4, 2005.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u>. Employee shall be paid at a biweekly rate of One Thousand Eighty Four and 13/100 Dollars (\$1,084.13). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

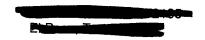
- A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.
- B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.
 - C. All paid holidays authorized by the El Paso City Council.
- D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.
- E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.
- F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.
- G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

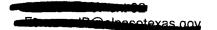
The City will provide no other fringe benefits. Employee agrees that at no time will

she make a claim against the City for more than the rate provided under the terms of this contract.

- 4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Museum of Art, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.
- 5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
- 6. <u>COMPLETE AGREEMENT</u>. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.
- 8. <u>MISCELLANEOUS</u>. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

| 9. | NOTICE. | Any notic | ces required under this contract shall be sufficient if sent | | | |
|---|--------------|------------|--|--|--|--|
| by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee | | | | | | |
| at the followi | ng address | es: | | | | |
| | CITY: | | City of El Pas Museum of A Attn: Directo One Arts Fes El Paso, Tex | art or otival Plaza | | |
| | EMPLOY | EE: | Julie Fonseca De Borges | | | |
| IN WITNESS WHEREOF the parties have executed this agreement at El Paso, | | | | | | |
| Texas this 3r | rd day of Au | gust, 2004 | 4. | | | |
| | | | | CITY OF EL PASO | | |
| ATTEST: | | | | Joe Wardy Mayor | | |
| Richarda Du City Clerk | ffy Momsen | | _ | EMPLOYEE: | | |
| | | | | Julie Fonseca De Borges SSN: | | |
| APPROVED | AS TO FO | RM: | | APPROVED AS TO CONTENT: | | |
| Guadalupe C Deputy City | | | _ | Becky Duval Reese, Director Museum of Art | | |
| APPROVED I | BY THE CIVI | L SERVICI | E COMMISSIO | N: | | |
| By: | | | , Secreta | ıry | | |





Julie Fonseca de Borges

Work Experience

August 2003 – Current El Paso Museum of Art

Outreach/ School Services Coordinator

El Paso, Texas

- Develop, oversee and promote high school outreach programs and Neighborhood Kids, a multiple visit program
- Create Teacher Newsletter twice a year
- Maintain Teacher Resource Library
- Write curriculum for area teachers based on museum's collection and temporary exhibitions
- Work as part of a team responsible for organizing and carrying out various programs for multiple-aged audiences
- Interpret the museum's collection to the public

Summer 2002 The Crow Collection of Asian Art Dallas, Texas **Education Intern**

- Work as part of a team responsible for organizing and carrying out various programs for multiple audiences
- Interpret the museum's collection to the public
- Develop an outreach trunk based on the collection

Summer 2002 **Graphics Intern**

Arts Resources

Dallas, Texas

 Research, organize and design of brochure that serves as a resource to teachers in the greater Dallas area seeking cultural enrichment opportunities for their students

Summer 2001

Log Cabin Village

Fort Worth, Texas

Curator Intern

- Work as part of a team responsible for cataloging and cleaning period objects
- Interpret the museum's collection to the public

Spring 1999 – May 2000 University of Texas at El Paso El Paso, Texas **English Tutor**

- Help developmental students with developing, organizing and completing term papers
- Responsible for troubleshooting MS Office computer lab systems

Education

2000-Current

University of North Texas

Denton, TX

- Enrolled in Masters Program for Art Education
- Marcus Fellow Recipient
- Expected date of graduation: December 2003
- Museum Education Certificate: August 2002

1995-2000

University of Texas at El Paso

El Paso, TX

- Graduated with a BA in Communications/Print Media, minor in Sociology
- Cum Laude and University Honors Degree

Special Skills

- Proficient in both PC and Mac Systems
- Proficient in MS Office programs, familiar with ACCESS
- Proficient with various word processing, layout and data base software programs
- Proficient in Spanish

References available upon request